



COUNTY OF LOS ANGELES

Public Health

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JOHN F. SCHUNHOFF, Ph.D.
Chief Deputy Director

313 North Figueroa Street, Room 806
Los Angeles, California 90012
TEL (213) 240-8117 • FAX (213) 975-1273

www.lapublichealth.org



BOARD OF SUPERVISORS

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Fifth District

September 5, 2007

TO: Each Supervisor

FROM: Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

**SUBJECT: NOTIFICATION OF THE DEPARTMENT OF PUBLIC HEALTH'S USE OF
DELEGATED AUTHORITY TO ACCEPT AND APPROVE AMENDMENT NO. 1
TO AGREEMENT NUMBER H-702420 FOR HIV EPIDEMIOLOGY PROGRAM
AGREEMENT WITH PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.
(PHFE) FOR TEMPORARY PERSONNEL SERVICES**

This is to advise you that the Department of Public Health (DPH) is exercising its delegated authority, approved by your Board on September 19, 2006 to sign any forthcoming amendments to HIV Epidemiology Program Agreements to increase the maximum obligation and/or extend the term of the agreement for temporary personnel services.

Amendment No.1 to the Agreement No. H-702420 with PHFE will provide for an increase of \$63,431 (which includes a revised Employee Benefit Rate of 30%), for a total maximum obligation of \$889,341 for the automatic renewal period of July 1, 2007 through June 30, 2008, which does not exceed 25% of the original maximum obligation for this Agreement.

All other terms and conditions to the agreement remain unchanged and in full effect. County Counsel has approved the amendment as to form.

Please let me know if you have any questions or need additional information.

JEF:po

Attachments

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

Contract No. H-702420

DEPARTMENT OF PUBLIC HEALTH

TEMPORARY PERSONNEL SERVICES AGREEMENT

HIV EPIDEMIOLOGY PROJECT

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2007,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

PHFE MANAGEMENT SOLUTIONS
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"HIV EPIDEMIOLOGY PROJECT dated October 1, 2006, and further
identified as County Agreement No. H-702420 and any Amendments
thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend said
Agreement to increase the maximum obligation, to increase the
Employee Benefit rate, and to make other hereafter described
changes; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties; and

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall be effective on July 1, 2007.
2. The first subparagraph of Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide services to County in the manner and form as described in the body of this Agreement and in Exhibits A, and A-1 (Scope of Work), attached hereto and incorporated herein by reference. All paragraphs that reference Exhibit A shall be amended to also reference Exhibit A-1."

3. The second, third and fourth subparagraphs of Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be amended to read as follows:

"During the period July 1, 2007 through June 30, 2008, the maximum obligation of County for all services provided hereunder shall not exceed Eight Hundred Eighty Nine Thousand, Three Hundred Forty One Dollars (\$889,341), of which \$392,111 is net County cost.

During the period July 1, 2008 through June 30, 2009, the maximum obligation of County for all services provided hereunder shall not exceed Eight Hundred Eighty Nine Thousand, Three Hundred Forty One Dollars (\$889,341), of which \$392,111 is net County cost.

During the period July 1, 2009 through June 30, 2010, the maximum obligation of County for all services provided

hereunder shall not exceed Eight Hundred Eighty Nine Thousand, Three Hundred Forty One Dollars (\$889,341), of which \$392,111 is net County cost.

To receive payment from County, Contractor shall submit an invoice on such forms as may be furnished or required by County. Such invoice shall detail actual reimbursable costs incurred by Contractor in accordance with Schedules X through XV of Exhibit A-1, all attached hereto and incorporated by reference. All references to Schedules I through IX, shall be amended to also reference Schedules X through XV. Each invoice shall be approved and signed by the designee of Contractor."

4. Subparagraphs A and B of Agreement Paragraph 4, BILLING AND PAYMENT, shall be amended as follows:

"A. County agrees to compensate Contractor in accordance with Exhibits A and A-1 (Scopes of Work) and Schedules I through IX and X through XV (Budgets), all attached hereto.

B. Contractor shall bill County monthly in arrears. Contractor shall submit all invoices in duplicate and clearly reflect all required information as specified on such forms as may be furnished or required by County. Such invoice shall detail actual reimbursement costs incurred by Contractor in accordance with Exhibits A and A-1 (Scopes of Work) and Schedules I through IX and X through XV, Budgets, all attached hereto. Each original invoice shall be approved and signed by

Contractor's duly authorized designee. Original invoices shall be submitted to: (1) Department of Public Health, HIV Epidemiology Program, 600 S. Commonwealth, Room 1920, Los Angeles, California, Attention: Budget/Fiscal Manager, with duplicate invoice to: Department of Public Health, Financial Management, 5555 Ferguson Drive, 1st Floor, City of Commerce, California 90022, Attention: Grants Management Unit; no later than thirty (30) days after the end of each calendar month. Upon receipt of a correct and accurate billing, County shall pay Contractor in accordance with its customary accounts payable procedure."

5. Except for the changes set forth herein above, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Public Health and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

PHFE MANAGEMENT SOLUTIONS
Contractor

BY _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE
OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants Division

PO:6/07
AMENDPHFEA1

EXHIBIT A-1

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH PERSONNEL CONTRACT STAFF, HIV EPIDEMIOLOGY PROGRAM SCOPES OF WORK by Grant/Cost Center

Period: July 2007 through June 2008

SERVICES TO BE PROVIDED: Contractor shall provide the HIV Epidemiology Program (HEP) with supplies and personnel to augment County's staff in programs that are grant funded or Net County cost and requires temporary staff that are difficult for the County to recruit and hire in a timely manner. All such personnel shall be provided to:

A. Surveillance and Seroepidemiology Grant (Cost Center 3584)

- *National HIV Behavioral and Incidence Surveillance*

1. **(1) Field Research Coordinator:** 1) supervise team of contract research interviewers; 2) coordinate community-based agencies to construct the sampling frame of recruitment venues; 3) prepare monthly sampling calendars; 4) supervise implementation of data and blood collection protocols; 5) direct communications with the study Epidemiologist and the Centers for Disease Control and Prevention to enhance successful conduct of the surveillance system; 6) conduct all of the interviewing and recruitment duties for the quantitative data collection; and 7) conduct pre- and posttest HIV counseling and testing on survey participants; provide referrals for medical and social services to participants; conduct data collection at various venues during late-night and weekend hours.
2. **(3) Research Interviewers:** will perform all interviewing, recruitment, and HIV testing duties for the quantitative data collection of the National HIV Behavioral Surveillance and Partner Study projects. These Interviewers will collect quantitative data on hand-held PDAs and will collect specimens for HIV testing from participants of the project. The Research Interviewers will be expected to continue to collect these data according to a flexible schedule including evening and weekend hours in a variety of field settings. They will report directly to the Field Research Coordinator and will participate in formative research activities, community meetings, quality assurance activities, CDC conference calls, and staff meetings.
3. **(.5) Laboratory Liaison:** Function as the liaison between the local and CDC laboratories. Under the direction of the Incidence Surveillance Coordinator, he will be responsible for processing remnant serum specimens for storage and subsequent shipping to the national STARHS laboratory in New York State. In addition, employee will be responsible for recruiting additional medical

providers into the network of providers participating in incident HIV surveillance.

B. Enhanced Perinatal Surveillance (Cost Center 3590)

- C. **(1) Medical Records Abstractor:** 1) assist in the reporting of prevalent and incident cases of HIV-infected and HIV-exposed children diagnosed or delivered at various medical care facilities throughout LAC; 2) review of medical records and abstraction of pertinent information to complete Enhanced Perinatal Surveillance forms; 3) assist with contacting laboratories and health care providers to obtain missing information, and responding to inquiries regarding pediatric HIV/AIDS surveillance; 4) conduct other surveillance duties such as data entry, data transfer, participating in CDC-sponsored conference calls, attending relevant training for HIPAA regulations and ensuring that surveillance practices are consistent with security and confidentiality standards.

D. Atypical HIV Strains Study (Cost Center 3587)

- E. **(.5) Research Assistant:** Function as the liaison between the local and CDC laboratories. Under the direction of the Principal Investigator, he will be responsible for processing serum and Dried Fluid Spot specimens for storage and subsequent shipping to the Stanford Laboratory and CDC. In addition to specimen preparation, storage, database management and shipping, this employee will be responsible for recruiting additional medical providers into the network of providers participating in variant, atypical and resistant HIV surveillance.

F. Special Projects of National Significance (Cost Center 3564)

- G. **(1) Outreach Worker:** Conduct targeted venue-based recruitment of potential study participants; 2) assess recruits for eligibility to participate in the study according to criteria identified in the study protocol; 3) obtain informed consent from study participants; 4) administer study questionnaire using standardized research interview procedures; 5) enter questionnaire data into an electronic database; 6) conduct HIV counseling and testing according to established protocols; 7) refer participants who test positive for HIV to case management; and 8) provide general administrative support specific to the SPNS project.

H. UARP Social Support Project (Cost Center 3565)

- I. **(2) Research Analysts:** recruiting 700 eligible participants from the three study sites; administering informed consent and the study instrument over a two-year period. They will be trained by the study project coordinator in interviewing and recruitment techniques and IRB rules. The Research Analysts will also provide support to the Project Coordinator in the development of study databases; data entry and database management. The Research Analysts will be the primary liaison to the study sites. At least one of these positions will be bilingual in Spanish and English.

J. Core Surveillance (Net County Cost)

1. **(4) Medical Records Abstractors:** 1) review medical records and abstract pertinent information to complete a case report on HIV and AIDS cases diagnosed at various medical care facilities throughout Los Angeles County; 2) assist with contacting laboratories and health care providers to obtain missing surveillance information; 3) respond to inquiries regarding HIV/AIDS surveillance; 4) assist with conducting investigation of cases of epidemiologic significance; 5) provide training/surveillance information when necessary; and 6) assist with other surveillance duties as assigned. Services shall be consistent with laws, regulations, and the Los Angeles County code.
2. **(2) Medical Records Abstractors - Senior:** These more highly skilled positions will: 1) review electronic medical record database and abstract pertinent information to complete a case report on HIV and AIDS cases diagnosed at various medical care facilities throughout Los Angeles County; 2) process electronically reported lab tests and case reports reported electronically; 3) assist in the outreach and follow-up with laboratories to ensure the completeness of laboratory test reporting; 4) collect electronic case lists from major sites and use SAS programs and ACCESS to filter out previously reported cases; 5) evaluate and control the quality of HIV/AIDS surveillance data such as the cross checking between lab tests and case report data and between hospital data and surveillance data, the validation of non-name codes, and evaluation of accuracy, timeliness, and report completeness.
3. **(.5+.5) Research Analyst Trainee:** These positions will assist with projects that require more computer skills and understanding of epidemiological methods. These positions will assist in designing and implementing data entry evaluation studies such as a 20% random check of both HIV and AIDS cases for quality control, and transforming geographic data such as zip code, health district, and census tract. These positions will also be used to administrate the database containing the health care provider and laboratory contact information so that efficient follow-up can be maintained.

06/07/07

SCHEDULE X

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM
ENHANCED PERINATAL SURVEILLANCE (Grant No. U62/CCU923576)**

July 1, 2007 - June 30, 2008

	<u>Annual</u> <u>Salary</u>	<u>Monthly</u> <u>Salary</u>	<u># of</u> <u>Pos</u>	<u>Time</u>	<u>Months</u>	<u>Final</u> <u>Budget</u>
I. Personnel						
Medical Records Abstractor						
Patricia Lopez	\$37,584	\$3,132	1	100%	12	37,584
Total Salaries						<u>37,584</u>
Employee Benefits @ 30%						<u>11,275</u>
Total Personnel						\$48,859
II. OPERATING EXPENSES						
Mileage/Parking						1,656
Total Contractual						50,515
III. INDIRECT COSTS						
Indirect Costs at 10% of total contractual						<u>\$5,052</u>
TOTAL BUDGET						\$55,566

SCHEDULE XI

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM
UARP (Grant No. CH05-LAC-617)**

July 1, 2007 - June 30, 2008

	<u>Annual</u> <u>Salary</u>	<u>Monthly</u> <u>Salary</u>	<u># of</u> <u>Pos</u>	<u>Time</u>	<u>Months</u>	<u>Final</u> <u>Budget</u>
I. Personnel						
Research Analyst, Senior Alexander Carruth	\$42,000	\$3,500	1	100%	12	42,000
Research Analyst Vacant	\$37,200	\$3,100	1	100%	12	37,200
Total Salaries						<u>79,200</u>
Employee Benefits @ 30%						<u>23,760</u>
Total Personnel						\$102,960
II. OPERATING EXPENSES						
Mileage/Parking						1,968
Total Contractual						104,928
III. INDIRECT COSTS						
Indirect Costs at 10% of total contractual						<u>\$10,493</u>
TOTAL BUDGET						\$115,421

SCHEDULE XII

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM
MONITORING ATYPICAL HIV STRAINS IN LOS ANGELES COUNTY
Grant No. 1-UA1-PS000054-01**

July 1, 2007 - June 30, 2008

	<u>Annual</u> <u>Salary</u>	<u>Monthly</u> <u>Salary</u>	<u># of</u> <u>Pos</u>	<u>Time</u>	<u>Months</u>	<u>Final</u> <u>Budget</u>
I. Personnel						
Research Assistant						
Erik Valera	\$34,656	\$2,888	1	50%	12	17,328
Total Salaries						<u>17,328</u>
Employee Benefits @ 30%						<u>5,198</u>
Total Personnel						\$22,526
II. OPERATING EXPENSES						
Mileage/Parking						1,350
Total Contractual						23,876
III. INDIRECT COSTS						
Indirect Costs at 10% of total contractual						<u>\$2,388</u>
TOTAL BUDGET						\$26,264

SCHEDULE XIII**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM**

SPNS: Outreach, Care, and Prevention to Engage HIV Seropositive Young MSM of Color
Grant No. H97HA03783
July 1, 2007 - June 30, 2008

	<u>Annual</u> <u>Salary</u>	<u>Monthly</u> <u>Salary</u>	<u># of</u> <u>Pos</u>	<u>Time</u>	<u>Months</u>	<u>Final</u> <u>Budget</u>
I. Personnel						
Outreach Worker						
Jose Gutierrez	\$37,236	\$3,103	1	100%	12	37,236
Total Salaries						<u>37,236</u>
Employee Benefits @ 30%						<u>11,171</u>
Total Personnel						48,407
II. OPERATING EXPENSES						
Mileage/Parking						964
Total Contractual						49,371
III. INDIRECT COSTS						
Indirect Costs at 10% of total contractual						<u>4,937</u>
TOTAL BUDGET						\$54,308

SCHEDULE XIV

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM
NATIONAL HIV BEHAVIORAL SURVEILLANCE (Grant No. U62/CCU923576)**

July 1, 2007 - June 30, 2008

I. PERSONNEL	Annual Salary	Monthly Salary	# of Pos	% of Time	# of Mos	Total Budget
Field Research Coordinator						
Gilbert Bazan	\$50,136	\$4,178	1	100%	12	\$50,136
Research Interviewers						
Blue Valentine	35,124	2,927	1	100%	12	\$35,124
Neftali Rivera	34,080	2,840	1	100%	12	\$34,080
Nkoli Udeorji	32,400	2,700	1	100%	12	\$32,400
Incidence Surveillance RA						
Erik Valera	\$34,656	\$2,888	1	50%	12	17,328
Total Salaries						169,068
Employee Benefits @ 30%						50,720
Total Full-Time Personnel						<u>219,788</u>
II. OPERATING EXPENSES						
Mileage						2,350
Phlebotomy Training						<u>1,200</u>
Total Operating Expenses						3,550
Total Contractual						223,338
III. INDIRECT COSTS						
Indirect Costs at 10% of total contractual						<u>22,334</u>
TOTAL BUDGET						<u>245,672</u>

SCHEDULE XV**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM
HIV SURVEILLANCE****NET COUNTY COST
July 1, 2007 - June 30, 2008**

	Monthly Salary	# of Pos	Time	Months	Total Request
I. Personnel					
Full-Time Personnel					
Medical Records Abstractor (electronic)	3,600	2	100%	12	86,400
Medical Records Abstractor	3,134	4	100%	12	150,432
Surveillance Assistants	3,501	1	100%	0	0
Data Entry Clerk	2,451	3	100%	0	0
Senior Data Entry Clerk	2,716	1	100%	0	0
Research Analyst	3,678	3	100%	0	0
 Total Full Time Salaries					236,832
 Research Analyst Trainee	2,364	2	50%	12	28,368
 Employee Benefits @ 30%					71,050
Employee Benefits @ 15% (part-time)					4,255
Total Personnel					340,505
 II. OPERATING EXPENSES					
 Mileage/Parking					12,960
Advertising (vacancy recruitment)					3,000
Total Operating Expenses					15,960
 Total Contractual					356,465
 III. INDIRECT COSTS @ 10% of total contractual					35,646
 TOTAL BUDGET					\$ 392,111



COUNTY OF LOS ANGELES

Public Health

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JOHN SCHUNHOFF, Ph.D.
Acting Chief Deputy

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Fifth District

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

September 19, 2006

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SEP 19 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

GRANT FUNDED TEMPORARY PERSONNEL SERVICES AGREEMENTS
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of Public Health, or his designee, to offer and sign a temporary personnel services Agreement form, substantially similar to Exhibit I, with PHFE Management Solutions (PHFE) to continue the provision of support staff for HIV epidemiological studies for the period October 1, 2006 through June 30, 2007, at a total maximum obligation of \$825,910, offset by \$270,973 in federal funds, \$78,349 in State funds, and \$476,588 in net County cost, with provisions for 3 one-year automatic renewals through June 30, 2010, upon review and approval by County Counsel and the Chief Administrative Office of each project's scope of work and budget, offset by grant funds.
2. Delegate authority to the Directors of Public Health and Mental Health, or their designees, to offer and sign a temporary personnel services Agreement form, substantially similar to Exhibit I, with Maxim Staffing Solutions and/or PHFE Management Solutions, to provide for various temporary personnel services projects with various terms based on each project but effective overall no sooner than October 1, 2006 through June 30, 2007, with provisions for 3 one-year automatic renewals through June 30, 2010, upon review and approval by County Counsel and the Chief Administrative Office of each project's scope of work and budget, 100% offset by grant funding, at no net County cost.
2. Delegate authority to the Directors of Public Health and Mental Health, or their designees, to increase or decrease any approved temporary personnel services Agreement form's budget in an amount not to exceed 25% of the original maximum obligation of each temporary personnel services project, contingent upon the availability of grant funds and upon review and approval of County Counsel, Chief Administrative Office, and notification of the Board offices.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

Department of Public Health (DPH):

Since 1991, the HIV Epidemiology Program has had funding (and continues to have) from the Centers for Disease Control and Prevention (CDC) to conduct HIV epidemiological studies, which are not concluded yet. Approval of the recommended action with PHFE will allow for the continuation of support staff for HIV/AIDS Surveillance services. Staff include, but are not limited to, the following: Medical Records Abstractor, Field Research Coordinator, Research Interviewers, Research Assistant, Outreach Worker, Research Analysts, and Surveillance Assistant and Data Entry Clerks.

DPH is requesting approval to offer and sign a temporary personnel services form Agreement with two providers, Maxim Staffing Solutions and PHFE Management Solutions, who were selected from a solicitation process completed on August 15, 2006 for temporary personnel services to meet various Department program needs requiring varying terms and funding. Available projects will be entered into throughout the term of the Agreement, depending on the needs of the Department. Each temporary personnel services agreement form would be effective upon execution by the parties for a selected temporary personnel services project until completion or through June 30, 2010, whichever is sooner, upon review and approval by County Counsel, Chief Administrative Office, and notification of the Board offices.

The DPH receives various grants which provide for and require temporary personnel services to support Department short-term and/or long-term projects which may require grant-mandated venue-based surveillance, epidemiological studies, behavioral characterization and prevention activities.

Department of Mental Health (DMH):

Further, DMH, which will also have access to use the temporary personnel services agreement form, has occasionally been in need, during a Federal Emergency Management Agency (FEMA) grant emergency, to hire temporary mental health clinicians and temporary administrative, payroll, and fiscal support for provision of disaster mental health services and administrative management of these functions. DMH has requested to utilize the temporary personnel services agreement form for these FEMA emergencies to facilitate an immediate response to these emergencies.

FISCAL IMPACT/FINANCING:

DPH:

The total maximum obligation for PHFE Management Solutions for the HIV Epidemiological studies for the period October 1, 2006 through June 30, 2007, will be \$825,910, offset by \$270,973 in Federal funds, \$78,349 in State funds, and \$476,588 in net County cost.

Actual cost for other Agreement forms to be entered into to be dependent upon availability of future Federal and/or State grant funding provided for each project and as dictated by grantor.

Funding is included in the Fiscal Year 2006-07 Final Budget and will be requested in future fiscal years.

DMH:

Actual cost to be dependent upon FEMA grant funding provided for each FEMA emergency and as dictated by grantor.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For many years, the County has accepted financial assistance from the Federal and State entities to support many varied Public Health programs such as HIV epidemiology and surveillance, Tuberculosis surveillance, sexually transmitted disease, immunization, bioterrorism, etc. These grants have occasionally included both the award of grant funds (financial assistance) and the assignment of Federal government personnel for other resources in lieu of cash (direct assistance).

Since 1991, the Board has approved an Agreement and Amendments for the provision of temporary personnel services for the HIV Epidemiology program for hard-to-recruit positions to conduct HIV surveillance studies mandated by the CDC. Approval of the Agreement with PHFE will allow for the continuation of support staff for HIV/AIDS Surveillance services.

In 2005, upon approval of Amendment No. 6 to an Agreement with Simpson and Simpson Business and Personnel Services for the HIV Epidemiology program, the Department was informed by County Counsel to conduct a solicitation process to select a new vendor for the temporary personnel services. At that time, the HIV Epidemiology program had informed us that funding from CDC would continue for this surveillance that they would need the new provider to immediately follow the expiration of the Simpson Agreement.

Approval of these actions will allow the County to continue expenditure of grant funding from Federal, State, and other grant funding sources for temporary personnel services for ongoing grant-mandated venue-based surveillance, behavioral characterization, prevention activities and other health related projects.

Temporary personnel services have continued to be utilized only for the most critical and hard-to-recruit Department functions which County employees and County re-employment list personnel are unable to provide.

Both DPH and DMH have determined that the agreement form is not a Proposition A contract and is, therefore, not subject to Living Wage requirements.

Attachment A provides additional information.

County Counsel has reviewed and approved Exhibit I as to use and form.

CONTRACTING PROCESS:

On June 9, 2006, a Letter of Proposal was released, utilizing the DHS Website, newspapers, and program office referrals. Proposals were received by the deadline date of July 6, 2006, from two providers, Maxim Staffing Solutions, Inc. and PHFE Management Solutions. The Evaluation Committee selected both contractors as qualified contractors for this program.

The Honorable Board of Supervisors
September 19, 2006
Page 4

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Current Agreement with Simpson and Simpson, Inc., which provides temporary personnel services staff to HIV/Epidemiology Projects expires on September 30, 2006 and current projects will need to be staffed as supported by continued funding from the Federal, State, and other grant funding sources.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Jonathan E. Fielding, M.D., M.P.H.
Director of Public Health and Health Officer

JEF:po
BLTEMPPERSSVCS.po.wpd

Attachments

cc: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Department of Mental Health

SUMMARY OF AGREEMENTS1. TYPE OF SERVICE:

Grant-funded temporary personnel services.

2. AGENCY NAMES AND CONTACT PERSONS:

Maxim Staffing Solutions
1515 190th Street, Suite 165
Gardena, California 90248
Contact: Mr. Julian Mitchell,
Regional Controller
Telephone: (310) 771-0655
Fax: (310) 768-2795

PHFE Staffing Solutions
13200 Crossroads Pkwy. North, Suite 135
City of Industry, California 91746
Contact: Mr. Gerald R. Solomon
President and CEO
Telephone: (562) 699-7320
Fax: (562) 692-6950

3. TERM:

The term for the PHFE Agreement will be October 1, 2006 through June 30, 2007, with provisions for 3 one-year automatic renewals through June 30, 2010, upon review and approval of County Counsel and Chief Administrative Office of revised budgets and scopes of work and notification of Board offices.

Term(s) based on each temporary personnel services project, but effective overall no sooner than October 1, 2006 through June 30, 2007, with provisions for 3 one-year automatic renewals through June 30, 2010.

4. FINANCIAL INFORMATION:DPH:

The total maximum obligation for PHFE Management Solutions for the HIV Epidemiological studies for the period October 1, 2006 through June 30, 2007 will be \$825,910, offset by \$270,973 in Federal funds, \$78,349 in State funds, and \$476,588 in net County cost.

Actual cost for other Agreement forms to be entered into to be dependent upon availability of future Federal and/or State grant funding provided for each project and as dictated by grantor.

DMH:

Actual cost to be dependent upon Federal and/or State grant funding provided for each FEMA emergency and as dictated by grantor.

5. GEOGRAPHIC AREA SERVED:

Countywide.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

John Schunhoff, Ph.D., Acting Chief Deputy.

7. APPROVALS:

Public Health:	John F. Schunhoff, Ph.D., Chief Deputy
Contracts and Grants Division:	Gary Izumi, Acting Chief
County Counsel (as to form):	Robert Ragland, Deputy County Counsel



COUNTY OF LOS ANGELES
Public Health

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JOHN F. SCHUNHOFF, Ph.D.
Chief Deputy Director

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June 7, 2007

TO: Robert Ragland, Senior Deputy County Counsel
County Counsel

FROM: Penelope Ornelas
Contract Administrator

SUBJECT: **REQUEST FOR IMPLEMENTATION OF DELEGATED AUTHORITY TO ACCEPT AND APPROVE AMENDMENT NO. 1 TO AGREEMENT NUMBER H-702420 WITH PUBLIC HEALTH FOUNDATION ENTERPRISES, INC. (PHFE) FOR TEMPORARY PERSONNEL SERVICES**

Enclosed for your review and approval as to use and form is Amendment No. 1 to Agreement No. H-702420 with PHFE to increase the maximum obligation and extend the term of the agreement for temporary personnel services. The Department of Public Health (DPH) is exercising its delegated authority approved by the Board of Supervisors on September 19, 2006 for the Director of Public Health (DPH) or his designee, to amend Agreement No. H-702420, to increase or decrease the budget in an amount not to exceed 25% of the original maximum obligation of each temporary personnel services project, contingent upon review and approval of County Counsel, Chief Administrative Office, and notification to the Board Offices.

To assist you in your review a copy of the adopted Board letter is being provided to you. We will notify the Board once we have received your approval (copy attached).

Please call me at (213) 240-7823, if you should have any questions or require additional information.

PO: lm

Enclosures (3)

NOTED AND APPROVED:

Gary T. Izumi, Director
Contracts and Grants

c: Latisha Thompson, CAO

cc/hivepp/da/amend1/increase

Robert Ragland
June 7, 2007
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**COUNTY COUNSEL: PLEASE SIGN, DATE, AND RETURN BY FAX (213)240-8343
OR CALL PENELOPE ORNELAS AT (213) 240-8723 FOR PICK UP.**

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TO ACCEPT AND APPROVE AMENDMENT NO. 1 TO AGREEMENT
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ENTERPRISES, INC. (PHFE) FOR TEMPORARY PERSONNEL
SERVICES**

APPROVED AS DRAFTED _____

APPROVED WITH REVISION _____

NOT APPROVED, FOR THE FOLLOWING REASON(S) _____

BY: _____

DATE: _____

Signature of County Counsel